graph Co., 83 Ala. 542. The general rule, then, seems to be that when the courts of a state shall know as a fact, the law of a particular state, such law must be proved as a fact, and the court will not take judicial notice of it, but in the absence of proof, will presume it to be the same as the law of the forum. *R. R. v. Weaver*, 35 Kan. 412.

INJUNCTION—BOYCOTTING.—ALFRED W. BOOTH & BRO. v. BURGESS, ET AL., 65 ATL., 226 (N. J.).—*Held*, that the manufacturer was entitled to an injunction restraining the officers of the union from directing or inducing by threats, etc., the employees of the boss carpenters to strike.

Prior to the decision of *Leathen v. Quinn*, 15 Q. B. 476, decided in 1901 the doctrine laid down in the leading English case of *Allen v. Flood*, 1 A. C. 1894, was followed both in the United States and England, viz., that it was not illegal for one person or combination to persuade a party not to enter into a contract with another, if his ability or capacity was not impugned. *Mogul Steamship Co. v. McGregor*, L. R. 15 Q. B. D. 476; *Boyson v. Thorn*, 98 Cal. 578; *Ashley v. Dixon*, 48 N. Y. 430. But a conspiracy to injure a person in his profession by false statements, as to his character followed by damages is actionable. *Wilder v. McKee*, 111 Penn. St. 335. It seems to be an undisputed rule in most jurisdictions that workmen have the right to organize themselves in associations for the purpose of having their demands granted and to strike or quit work in a body upon the refusal of the employer to accede to their demands. *Arthur v. Oakes*, 11 C. C. A. 209. But to allow a business to be subjected to the control of an organization, that orders away its employees and frightens away others that it may seek to employ, is a condition utterly at war with every principal of justice. *State v. Charles T. Stewart, et al.*, 59 Vt. 273. It seems preposterous to deny an individual the right to carry on a legitimate business, as he sees fit, and the law should afford ample protection against powerful combinations using coercion and intimidating his customers. *Oxley Stave Co. v. Hopkins, et al.*, 83 Fed. 912. The procurement of workmen to quit work, who are employed upon satisfactory terms, unless the employer accedes to the demands of persons who he is under no obligation to, is illegal and constitutes a malicious and unlawful interference in the business of the employer, which is not only actionable, but a misdemeanor at common law. *Old Dominion Steamship Co. v. McKenna*, 30 Fed. 48.

INSURANCE—ORAL APPLICATION—WAIVER.—GLENS FALLS INS. CO. v. MICHAEL, 79 N. E. 905 (IND.).—*Held*, that where a standard fire policy was issued on an oral application, without any representations on the part of the assured as to the extent of his title, insurer thereby waived a clause providing for forfeiture, in case assured's interest was other than unconditional and sole ownership in fee.

A covenant in a fire policy, that the application "contains a just, full and true exposition of all the facts in regard to the condition and value of the property," is waived by an insurer who issues it solely upon a bare request. *Commonwealth v. Hide & Leather Ins. Co.*, 112 Mass. 136; *Bahringer v. Empire Mut. Life Ins. Co.*, 2 T. and C. (N. Y.) 610. This is upon the ground that an applicant has a right to suppose that the insurer will make proper inquiries, and that, if he does not, he waives information in regard to them. *Short v. Home Ins. Co.*, 90 N. Y. 16. But a clause in a fire insurance policy avoiding the policy if the premises are vacant for a specified period, is not waived by reason of knowledge on the part of the insurer that they are